

1 Arby Aiwanian (Cal. State Bar No. 269827)
2 *arby@calljustice.com*
3 Joanna Ghosh (Cal. State Bar No. 272479)
4 *joanna@calljustice.com*
5 Selena Matavosian (Cal. State Bar No. 348044)
selena@calljustice.com
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ALEIDA MIRANDA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

VS.

AMERICAN NATIONAL RED
CROSS, an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 3:22-cv-03633-SK

Honorable Sallie Kim
Courtroom C

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES**

[Declaration of Proposed Class Counsel (Selena Matavosian); Declaration of Proposed Class Representative (Aleida Miranda); and [Proposed] Order filed concurrently herewith]

Date: May 19, 2025
Time: 9:30 a.m.
Courtroom: C

Complaint Filed: May 13, 2022
Removal Filed: June 21, 2022
FAC Filed: July 12, 2022
SAC Filed: September 27, 2022
Trial Date: None Set

1 **TO THE HONORABLE COURT AND TO ALL PARTIES AND**
2 **THEIR COUNSEL OF RECORD:**

3 **PLEASE TAKE NOTICE** that on May 19, 2025 at 9:30 a.m., or as soon
4 thereafter as the matter may be heard before the Honorable Sallie Kim in Courtroom
5 C of the United States District Court for the Northern District of California, located
6 at the San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco,
7 California 94102, Plaintiff Aleida Miranda (“Plaintiff”) will, and hereby does, move
8 for an order:

- 9 • Granting preliminary approval of the proposed class action settlement
10 described herein and as set forth in the Joint Stipulation of Class Action and
11 PAGA Settlement and Release of Claims (“Settlement,” “Agreement,” or
12 “Settlement Agreement”), attached as **“EXHIBIT 2”** to the Declaration of
13 Selena Matavosian in Support of Plaintiff’s Motion for Preliminary
14 Approval of Class Action and PAGA Settlement, including, but not limited
15 to, the means of allocation and distribution of funds, including and not
16 limited to, Class Counsel Award, Class Representative Enhancement
17 Award, and Settlement Administrator Costs;
- 18 • Granting approval of the PAGA Settlement Amount, including the
19 allocations for penalties under the California Labor Code Private Attorneys
20 General Act of 2004 (“PAGA Settlement Amount”)
- 21 • Conditionally certifying the proposed Class for settlement purposes;
- 22 • Preliminarily appointing Plaintiff Aleida Miranda as Class Representative;
- 23 • Preliminarily appointing Arby Aiwanian, Joanna Ghosh, and Selena
24 Matavosian of *Lawyers for Justice, PC* as Class Counsel;
- 25 • Approving the proposed Notice of Pendency of Class Action Settlement
26 and Hearing Date for Court Approval (“Class Notice”), attached as
27 **“EXHIBIT 1”** to the [Proposed] Order Granting Preliminary Approval of
28 Class Action and PAGA Settlement;

- 1 • Directing the mailing of the Class Notice to the Class Members;
- 2 • Approving the proposed deadlines for the notice and settlement
- 3 administration process;
- 4 • Appointing Phoenix Settlement Administrators as the Settlement
- 5 Administrator; and
- 6 • Scheduling a hearing to consider whether to grant final approval of the
- 7 Settlement, at which time the Court will also consider whether to grant final
- 8 approval of the requests for Class Counsel Award, Class Representative
- 9 Enhancement Award, Settlement Administrator Costs, and allocation for
- 10 the PAGA Settlement Amount.

This motion is based upon the following memorandum of points and authorities; the Settlement Agreement; the Declarations of Proposed Class Counsel (Selena Matavosian) and Proposed Class Representative (Aleida Miranda) in support thereof; as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: April 15, 2025

LAWYERS for JUSTICE, PC

By:



Selena Matavosian
Attorneys for Plaintiff

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LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

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LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Plaintiff Aleida Miranda (“Plaintiff” or “Class Representative”) seeks
 4 preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement
 5 and Release of Claims (“Settlement,” “Agreement,” or “Settlement Agreement”)
 6 entered into by and between Plaintiff, individually and on behalf of all others
 7 similarly situated and other aggrieved employees, on the one hand, and Defendant
 8 American National Red Cross (“Defendant”), on the other hand. Subject to Court
 9 approval, Plaintiff and Defendant (together, the “Parties”) have agreed to settle the
 10 above-captioned lawsuit (the “Action”) for a Total Settlement Amount of
 11 \$3,500,000.00.¹

12 The Total Settlement Amount includes the following: (1) Individual
 13 Settlement Payments to Settlement Class Members; (2) payment in an amount not to
 14 exceed \$10,000.00 to the Class Representative (“Class Representative Enhancement
 15 Award”); (3) attorneys’ fees in an amount not to exceed thirty-five percent (35%) of
 16 the Total Settlement Amount (i.e., \$1,225,000.00 if the Total Settlement Amount is
 17 \$3,500,000.00) and reimbursement of litigation costs and expenses in an amount not
 18 to exceed \$40,000.00 (together, “Class Counsel Award”) to Lawyers for Justice, PC
 19 (“Class Counsel”); (4) settlement administration costs in an amount not to exceed
 20 \$25,000.00 (“Settlement Administrator Costs”) to Phoenix Settlement
 21 Administrators (“Phoenix” or “Settlement Administrator”); and (5) the amount of
 22 \$400,000.00 allocated to penalties (“PAGA Settlement Amount”) under the
 23 California Labor Code Private Attorneys General Act of 2004 (“PAGA”). Settlement
 24 Agreement, Section III, ¶¶ 20, 24, 25, 26 & 28.

25 Plaintiff also seeks to provisionally certify the following Class for settlement
 26 purposes, which Defendant does not oppose: All current and former non-exempt

27
 28 ¹ A copy of the fully-executed Settlement Agreement is attached as “EXHIBIT 2” to the Declaration of Selena
 Matavosian in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement
 (“Matavosian Decl.”).

1 employees who worked for Defendant in California between May 13, 2018 through
 2 February 9, 2024 (“Class” or “Class Members”). Settlement Agreement, Section I, ¶
 3 5. The Class Period is defined as the period from May 13, 2018 through February 9,
 4 2024. *Id.*, Section I, ¶ 7. The Class is estimated to consist of approximately 2,680
 5 individuals. Matavosian Decl., ¶ 28. Class Members who do not submit a valid and
 6 timely Request for Exclusion from the Class Settlement (“Settlement Class
 7 Members”) will receive a *pro rata* share of the Net Settlement Fund. Settlement
 8 Agreement, Section I, ¶ 43. The Net Settlement Fund refers to the Total Settlement
 9 Amount, less the Court-approved Class Counsel Award, Class Representative
 10 Enhancement Award, Settlement Administrator Costs, and PAGA Settlement
 11 Amount. *Id.*, Section I, ¶ 25. Settlement Class Members’ *pro rata* share of the Net
 12 Settlement Fund (“Individual Settlement Payment”) will be distributed based upon
 13 the number of weeks in which each Class Member worked as a non-exempt employee
 14 of Defendant in California at any time during the Class Period, calculated by
 15 Defendant by counting the number of calendar weeks during the Class Period that
 16 any Class Member worked at least one (1) day (“Compensable Work Weeks”). *Id.*,
 17 Section I, ¶¶ 12 & 21.

18 Plaintiff additionally represents a group of all current and former non-exempt
 19 employees who worked for Defendant in California during the PAGA Period
 20 (“Aggrieved Employees”). Settlement Agreement, Section I, ¶ 2. The PAGA Period
 21 is defined as the period from March 10, 2021 through February 9, 2024. *Id.*, Section
 22 I, ¶ 29. Aggrieved Employees will receive a *pro rata* share of the twenty-five percent
 23 (25%) portion of the PAGA Settlement Amount (“Aggrieved Employee Amount”)
 24 based upon their number of Compensable Pay Periods during the PAGA Period
 25 (“Individual PAGA Payment”). *Id.*, Section I, ¶¶ 22 & 31. Compensable Pay Periods
 26 means the number of pay periods in which each Aggrieved Employee worked as a
 27 non-exempt employee of Defendant in California at any time during the PAGA
 28 Period, calculated by Defendant by counting the number of pay periods during the

1 PAGA Period that any Aggrieved Employee worked at least one (1) day. *Id.*, Section
 2 I, ¶ 11. The remaining seventy-five percent (75%) portion of the PAGA Settlement
 3 Amount (“LWDA Payment”) shall be distributed to the California Labor and
 4 Workforce Development Agency (“LWDA”). *Id.*, Section I, ¶ 31.

5 The Settlement, upon final approval by the Court and funding of the Total
 6 Settlement Amount, will operate to resolve the Released Class Claims of Plaintiff and
 7 Settlement Class Members and the Released PAGA Claims of Plaintiff, the State of
 8 California, and the Aggrieved Employees against the Released Parties.

9 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

10 Defendant is a nonprofit organization that provides emergency assistance,
 11 disaster relief, and blood donation services in the United States. Defendant operates
 12 numerous blood donation centers across California. Plaintiff is a former employee of
 13 Defendant.

14 For a discussion of relevant procedural history and facts regarding this matter,
 15 please see the Declaration of Selena Matavosian at paragraphs 2 to 20.

16 Plaintiff’s core allegations are that Defendant has violated California wage and
 17 hour law, including but not limited to laws set forth in the California Labor Code, by
 18 engaging in a uniform practice and procedure, with respect to Plaintiff, Class
 19 Members, and Aggrieved Employees of, *inter alia*, failing to pay all overtime and
 20 minimum wages, at all or at the correct rate of pay, failing to provide compliant meal
 21 and rest periods and associated premium pay, failing to timely pay wages during
 22 employment and upon termination of employment, failing to provide compliant wage
 23 statements, failing to maintain requisite payroll records, failing to pay reporting time
 24 pay, and failing to reimburse necessary business expenses, and thereby engaged in
 25 unfair business practices in violation of California Business and Professions Code
 26 section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA.
 27 Plaintiff contends that she, the Class Members, and Aggrieved Employees are entitled
 28 to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant

1 to PAGA), and attorneys' fees and costs.

2 Defendant has denied, and continues to deny, any liability and wrongdoing of
 3 any kind associated with any of the allegations in the Action, and further denies that
 4 the Action is appropriate for representative adjudication or class treatment for any
 5 purpose other than for settlement purposes.

6 The Parties have actively litigated this matter since the Action commenced on
 7 May 13, 2022. The Parties have conducted significant informal discovery and
 8 investigation into the claims, and engaged in extensive discussions about the strengths
 9 and weaknesses of Plaintiff's claims, and Defendant's defenses thereto, to try to
 10 resolve the Action. On June 8, 2023, the Parties participated in arm's-length and
 11 informed negotiations with Steve Serratore, Esq. ("Mediator"), a respected mediator
 12 of complex wage and hour actions. With the aid of the Mediator's evaluation, the
 13 Parties ultimately reached the Settlement described herein to resolve the Action in its
 14 entirety.

15 **III. SUMMARY OF THE SETTLEMENT TERMS**

16 **A. The Class for Settlement Purposes**

17 For settlement purposes only, the Parties agree to class action certification of
 18 the following Class, consisting of approximately 2,680 individuals:

19 All current and former non-exempt employees who worked for Defendant
 20 in California between May 13, 2018 through February 9, 2024. Settlement
 21 Agreement, Section 1 ¶ 5.

22 As discussed in Section VI, *infra*, class certification is appropriate with respect
 23 to the Settlement.

24 **B. Essential Terms of the Settlement**

25 Defendant will pay a Total Settlement Amount of \$3,500,000.00 on a non-
 26 reversionary basis. Settlement Agreement, Section I, ¶ 44. The Settlement provides
 27 that should the actual number of Compensable Work Weeks for the Class Members
 28 during the period from May 13, 2018 to June 8, 2023 exceed 267,285 (i.e., 7.5%
 higher than 247,486), then Defendant shall have the option of either: (a) increasing

1 the Total Settlement Amount on a *pro rata* basis equal to the percentage increase in
 2 the number of Compensable Work Weeks worked by the Class Members above seven
 3 and a half percent (7.5%), meaning Defendant will increase the Total Settlement
 4 Amount by the percentage amount above seven and a half percent (7.5%) (e.g., if the
 5 number of Compensable Work Weeks increases by 8% to 267,285 Compensable
 6 Work Weeks, the Total Settlement Amount will increase by one-half percent (0.5%));
 7 or (b) adjusting the end date of the Class Period and PAGA Period so that they end
 8 on the last date on which the Compensable Work Weeks for the Class Members is no
 9 more than 266,047 Compensable Work Weeks. *Id.*, Section III, ¶ 18.

10 Under the terms of the Settlement, the Net Settlement Fund is the Total
 11 Settlement Amount, less the following amounts subject to approval by the Court: (1)
 12 attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Total
 13 Settlement Amount (i.e., \$1,225,000.00 if the Total Settlement Amount is
 14 \$3,500,000.00) and reimbursement of litigation costs and expenses in an amount not
 15 to exceed \$40,000.00 (i.e., Class Counsel Award) to Class Counsel; (2) Class
 16 Representative Enhancement Award to Class Representative in an amount not to
 17 exceed \$10,000.00; (3) Settlement Administrator Costs in an amount not to exceed
 18 \$25,000.00 to Phoenix; and (4) PAGA Settlement Amount in the amount of
 19 \$400,000.00, of which seventy-five percent (75%) (i.e., \$300,000.00) will be
 20 distributed to the LWDA (i.e., LWDA Payment) and twenty-five percent (25%) (i.e.,
 21 \$100,000.00) will be distributed to Aggrieved Employees (i.e., Aggrieved Employee
 22 Amount). Settlement Agreement, Section III, ¶¶ 24, 25, 26 & 28.

23 Assuming that the amounts allocated under the Settlement toward these
 24 payments are awarded in full, the Net Settlement Fund is currently estimated to be
 25 \$1,800,000.00, subject to increase based on Class Counsel's actual and approved
 26 litigation costs and expenses. Matavosian Decl., ¶ 22. The Net Settlement Fund will
 27 be distributed as Individual Settlement Payments to Settlement Class Members,
 28 which will be calculated based upon the number Compensable Work Weeks worked

1 during the Class Period. Settlement Agreement, Section III, ¶ 20. The PAGA
 2 Settlement Amount will be distributed to the LWDA and to Aggrieved Employees,
 3 as Individual PAGA Payments, which will be calculated based upon the number
 4 Compensable Pay Periods worked during the PAGA Period. *Id.*, Section III, ¶ 22.

5 **C. Calculation of Individual Settlement Payments**

6 The Settlement Administrator will calculate each Settlement Class Member's
 7 Individual Settlement Payment, in accordance with the Settlement Agreement and as
 8 follows:

- 9 a. After preliminary approval of the Settlement, the Settlement
 Administrator will divide the Net Settlement Fund by the Compensable
 Work Weeks of all Class Members to yield the "Estimated Compensable
 Work Week Value," and multiply each Class Member's individual
 Compensable Work Weeks by the Estimated Compensable Work Week
 Value to yield her, his, or their estimated gross Individual Settlement
 Payment that she, he, or they may be eligible to receive under the Class
 Settlement. Settlement Agreement, Section III, ¶ 20. a.
- 10 b. After final approval of the Settlement, the Settlement Administrator will
 divide the final Net Settlement Fund by the Compensable Work Weeks
 of all Settlement Class Members to yield the "Final Compensable Work
 Week Value," and multiply each Settlement Class Member's individual
 Compensable Work Weeks by the Final Compensable Work Week
 Value to yield her, his, or their gross Individual Settlement Payment.
 Settlement Agreement, Section III, ¶ 20. b.

11 All gross Individual Settlement Payments will be allocated as follows: ten
 12 percent (10%) as wages, forty-five percent (45%) as penalties, and forty-five
 13 percent (45%) as interest. Settlement Agreement, Section III, ¶ 21. The portion
 14 allocated to wages will be reported on an IRS Form W-2 and the portions allocated
 15 to penalties and interest will be reported on an IRS Form 1099 by the Settlement
 16 Administrator. *Ibid.* The Settlement Administrator will withhold the employee's
 17 share of taxes and withholdings with respect to the wages portion of the gross
 18 Individual Settlement Payments, and issue checks to Settlement Class Members
 19 net of these taxes and withholdings. *Ibid.* Defendant shall pay the employer's share
 20 of payroll taxes due on the portion of the Individual Settlement Payments allocated
 21 to wages. Settlement Agreement, Section III, ¶ 21. The Settlement Administrator
 22 will withhold the portion of the Individual Settlement Payments allocated to
 23 wages from the Settlement Class Member's check. Settlement Agreement, Section
 24 III, ¶ 21. The Settlement Administrator will issue checks to Settlement Class
 25 Members net of these taxes and withholdings. Settlement Agreement, Section III,
 26 ¶ 21. The Settlement Administrator will withhold the portion of the Individual
 27 Settlement Payments allocated to wages from the Settlement Class Member's
 28 check. Settlement Agreement, Section III, ¶ 21.

1 to wages (“Employer Taxes”) separately and in addition to the Total Settlement
 2 Amount. *Id.*, Section I, ¶ 18 & Section III, ¶ 19.

3 **D. Calculation of Individual PAGA Payments**

4 The Settlement Administrator will calculate each Aggrieved Employee’s
 5 Individual PAGA Payment, in accordance with the Settlement Agreement and as
 6 follows: The Settlement Administrator will divide the Aggrieved Employee Amount,
 7 i.e., 25% of the PAGA Settlement Amount, by the total number of Compensable Pay
 8 Periods of all Aggrieved Employees to yield the “PAGA Compensable Pay Period
 9 Value,” and multiply each Aggrieved Employee’s individual Compensable Pay
 10 Periods by the PAGA Compensable Pay Period Value to yield her, his, or their
 11 Individual PAGA Payment. Settlement Agreement, Section III, ¶ 22. All Individual
 12 PAGA Payments will be allocated as one hundred percent (100%) non-wages for
 13 which an IRS Form 1099 will be issued (if applicable). *Ibid.*

14 **E. Request for Exclusion, Notice of Objection, and Compensable Work**
 15 **Weeks Dispute Procedures**

16 Any Class Member wishing to be excluded from the Class Settlement must
 17 submit a written letter indicating a request to be excluded (“Request for
 18 Exclusion”) to the Settlement Administrator, by mail, on or before the date that
 19 is forty-five (45) calendar days after the Settlement Administrator mails the
 20 Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval
 21 (“Class Notice” or “Notice of Class Action Settlement”) to Class Members
 22 (“Response Deadline”). Settlement Agreement, Section I, ¶¶ 39 & 40. A Request
 23 for Exclusion must: (a) contain the case name and number of the Action; (b)
 24 contain the Class Member’s full name, signature, mailing address, telephone
 25 number, and last four (4) digits of their Social Security Number; (c) contain a
 26 simple statement electing to be excluded from the Class Settlement; and (d) be
 27 submitted by mail to the Settlement Administrator at the specified address,
 28 postmarked on or before the Response Deadline. *Id.*, Section I, ¶ 40. Any Class

1 Member who requests to be excluded from the Class Settlement will not be entitled
 2 to an Individual Settlement Payment and will not be bound to the Class Settlement,
 3 or have any right to object, appeal, or comment thereon. *Id.*, Section III, ¶ 14. Any
 4 Class Member who is also considered an Aggrieved Employee will still be issued
 5 their Individual PAGA Payment and be bound to the PAGA Settlement, regardless
 6 of whether they submit a Request for Exclusion. *Ibid.*

7 Settlement Class Members who wish to object to the Class Settlement may
 8 do so in person at the Final Approval Hearing and/or by submitting a written
 9 objection to the Class Settlement (“Notice of Objection”) to the Settlement
 10 Administrator, by mail, on or before the Response Deadline. Settlement
 11 Agreement, Section I, ¶ 27 & Section III, ¶ 15. The Notice of Objection must: (a)
 12 contain the case name and number of the Action; (b) contain the Settlement Class
 13 Member’s full name, signature, mailing address, telephone number, and last four
 14 (4) digits of Social Security Number; (c) contain a written statement of all grounds
 15 for the objection accompanied by any legal support for such objection; (d) attach
 16 copies of any papers, briefs, or other documents upon which the objection is based;
 17 (e) identify whether the Settlement Class Member is represented by legal counsel
 18 for the objection and provide said counsel’s full name and contact information;
 19 and (f) be submitted by mail to the Settlement Administrator at the specified
 20 address, postmarked on or before the Response Deadline. *Id.*, Section I, ¶ 27. An
 21 individual who submits a valid and timely Request for Exclusion from the Class
 22 Settlement may not object to the Class Settlement. *Id.*, Section III, ¶ 15.

23 Class Members will have the opportunity to dispute the number of
 24 Compensable Work Weeks stated on their Class Notice by submitting a written
 25 letter disputing the pre-printed information on the Class Notice (“Compensable
 26 Work Weeks Dispute”) to the Settlement Administrator, by mail, on or before the
 27 Response Deadline. Settlement Agreement, Section I, ¶ 13. The Compensable
 28 Work Weeks Dispute must: (a) contain the case name and number of the Action;

1 (b) contain the Class Member's full name, signature, mailing address, telephone
 2 number, and last four (4) digits of their Social Security Number; (c) clearly state
 3 that the Class Member disputes the number of Compensable Work Weeks
 4 credited to her, him, or they for the Class Period and what she, he, or they contend
 5 is the correct number to be credited to her, him, or they; (d) attach any
 6 documentation that she, he, or they has to support the dispute; and (e) be
 7 submitted by mail to the Settlement Administrator at the specified address,
 8 postmarked on or before the Response Deadline. Ibid.

9 **F. Scope of the Released Class Claims and Released PAGA Claims**

10 The Released Class Claims that are the subject of the Settlement are:

11 [A]ny and all claims under state, federal, or local law, arising out of the
 12 claims pled in the Action or that could have been pled in the Action and
 13 all other claims, including but not limited to those under the California
 14 Labor Code, Wage Orders, regulations, and/or other provisions of law,
 15 that could have been asserted based on the facts pled or that could have
 16 been pled in the Action, and other claims for: (1) failure to pay overtime
 17 wages; (2) failure to pay meal period premiums; (3) failure to pay rest
 18 period premiums; (4) failure to pay minimum wages; (5) failure to
 19 timely pay wages upon termination; (6) failure to timely pay wages
 20 during employment; (7) failure to provide compliant wage statements;
 21 (8) failure to keep requisite payroll records; (9) failure to reimburse
 22 necessary business expenses; (10) violation of California's unfair
 23 competition law, and (11) claims for damages or remedies based on the
 24 foregoing, including but not limited to minimum and overtime wages,
 25 meal and rest period premiums, reimbursements, interest, liquidated
 26 damages, statutory penalties, injunctive relief, declaratory relief,
 27 attorneys' fees, or costs. Settlement Agreement, Section I, ¶ 36.

28 The Released PAGA Claims that are the subject of the Settlement are:

29 [A]ny and all claims for civil penalties under the California Labor Code
 30 Private Attorneys General Act of 2004, codified at California Labor
 31 Code § 2698 *et seq.*, based on the facts pled in the Action and PAGA
 32 Notice or that could have been asserted based on the facts pled in the
 33 Action and PAGA Notice, for violations of the California Labor Code
 34 and Wage Orders, for: (1) failure to pay overtime wages; (2) failure to
 35 pay meal period premiums; (3) failure to pay rest period premiums; (4)
 36 failure to pay minimum wages; (5) failure to timely pay wages upon

1 termination; (6) failure to timely pay wages during employment; (7)
 2 failure to provide compliant wage statements; (8) failure to keep
 3 requisite payroll records; and (9) failure to reimburse necessary
 business expenses. Settlement Agreement, Section I, ¶ 37.

4 The Released Parties means Defendant, and each of its current, former, and
 5 future affiliated entities, officers, directors, representatives, owners, partners,
 6 subsidiaries, parent companies, joint venturers, insurers, administrators, agents,
 7 members, predecessors, managers, servants, successors-in-interest, assigns, and
 8 affiliates. Settlement Agreement, Section I, ¶ 38.

9 As of the Effective Date² and full funding of the Total Settlement Amount,
 10 Plaintiff and all Settlement Class Members release the Released Parties from the
 11 Released Class Claims. Settlement Agreement, Section III, ¶ 1. As of the Effective
 12 Date and full funding of the Total Settlement Amount, Plaintiff, the State of
 13 California with respect to all Aggrieved Employees, and all Aggrieved Employees
 14 release the Released Parties from the Released PAGA Claims. *Id.*, ¶ 2.

15 **IV. THE LEGAL STANDARD FOR PRELIMINARY APPROVAL OF**
THE CLASS ACTION SETTLEMENT

16 Class action settlements require court approval. Fed. R. Civ. Proc. 23(e).
 17 Although judicial policy favors settlement of class actions, *Class Plaintiffs v. City of*
18 Seattle, 955 F.2d 1268, 1276 (9th Cir. 1992), the decision to approve or reject a
 19 settlement is within the trial court's discretion, and that decision may be reversed only
 20 upon a strong showing of "clear abuse of discretion." *Hanlon v. Chrysler Corp.*, 150
 21 F.3d 1011, 1026 (9th Cir. 1998); *Class Plaintiffs*, 955 F.2d at 1276.

22 A settlement should be approved if it is "fundamentally fair, adequate, and
 23 reasonable." *Hanlon*, 150 F.3d at 1026; Fed. R. Civ. P. 23(e). In approving a class
 24 action settlement, Courts engage in a two-step process: (1) preliminary approval of
 25 the settlement; and (2) a later detailed review after notice is given to class members,
 26 to determine whether final approval is appropriate. *Nat'l Rural Telecomm. Coop. v.*
 27

28 ² See Settlement Agreement, Section I, ¶ 17 for the definition of the "Effective Date."

1 *DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D. Cal. 2004). At the preliminary approval
 2 stage, courts must approve a class action settlement “if it appears to be the product of
 3 serious, informed, non-collusive negotiations, has no obvious deficiencies, and does
 4 not improperly grant preferential treatment to class representatives or segments of the
 5 class, and falls within the range of possible approval.” *In re Tableware Antitrust*
 6 *Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007).

7 In evaluating the fairness of the class action settlement, courts should give
 8 “proper deference to the private consensual decision of the parties.” *Hanlon*, 150 F.3d
 9 at 1027. Courts need only ensure that the settlement is not a product of “fraud or
 10 overreaching by, or collusion between, the negotiating parties, and that the settlement,
 11 taken as a whole, is fair, reasonable, and adequate to all concerned.” *Id.*

12 **V. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED**

13 Preliminary approval is appropriate if the settlement is “potentially fair,”
 14 *Acosta v. Trans Union, LLC*, 243 F.R.D. 377, 386 (C.D. Cal. 2007), and has no
 15 “glaring deficiencies” that would make it clear that a final approval hearing is not
 16 warranted. *Murillo v. Pac. Gas & Elec. Co.*, 266 F.R.D. 468, 478 (E.D. Cal. Mar. 4,
 17 2010). As discussed below, the Settlement resulted from hard-fought litigation and
 18 extensive negotiations, and is fair and reasonable. Therefore, the Settlement should
 19 be preliminarily approved.

20 **A. The Settlement Resulted from Arm’s Length Negotiations and** 21 **Extensive Investigation and Discovery**

22 An initial presumption of fairness exists “if the settlement is recommended by
 23 class counsel after arm’s-length bargaining.” *Harris v. Vector Mktg. Corp.*, No. 08-
 24 cv-5198-EMC, 2011 WL 1627973, at *8 (N.D. Cal. Apr. 29, 2011) (citation omitted).
 25 Courts give great weight to such recommendation as class counsel is most familiar
 26 with the issues underlying the case. *Nat’l Rural*, 221 F.R.D. at 528.

27 Here, the Parties have actively litigated the Action since it commenced on May
 28 13, 2022. Class Counsel conducted a thorough investigation into the facts and

1 circumstances of the case and diligently investigated the allegations in this lawsuit.
 2 Matavosian Decl., ¶¶ 37-39. Class Counsel reviewed a large volume of documents
 3 and data obtained from Defendant, Plaintiff, and other sources, including, but not
 4 limited to: Plaintiff's employment records, a sampling of Plaintiff's and other Class
 5 Members' time data and pay records, multiple iterations of Defendant's Employee
 6 Handbook, supplements to Defendant's Employee Handbook, earning statements,
 7 procedures, and policies (including but not limited to Work Hours and
 8 Compensation Policies), among other information and documents. *Id.*, ¶ 38. Class
 9 Counsel also drafted pleadings and the mediation brief and prepared for and attended
 10 court proceedings, settlement negotiations, and the mediation, among other tasks.
 11 *Ibid.* Counsel for the Parties also met and conferred on numerous occasions, e.g.,
 12 to discuss issues relating to the pleadings, and the production of documents and
 13 data prior to the mediation. *Ibid.* The data and documents produced in this matter
 14 enabled Class Counsel to assess and value the class and PAGA claims and prepare
 15 violation, damages, and penalties analyses models. *Id.*, ¶ 41.

16 The Parties reached the Settlement after reviewing all available evidence,
 17 arm's-length bargaining, and participating in mediation conducted by Steven
 18 Serratore, Esq., a well-respected mediator experienced in mediating complex labor
 19 and employment matters. Matavosian Decl., ¶ 37. During the mediation, the Parties
 20 exchanged information and discussed various aspects of the case, including and not
 21 limited to, the risks and delays of further litigation, the risks to the Parties of
 22 proceeding with class certification and/or representative adjudication, the law relating
 23 to off-the-clock theory, regular rate of pay, rounding, meal and rest periods, PAGA
 24 representative actions, and wage-and-hour law and enforcement, as well as the
 25 evidence produced and analyzed, and the possibility of appeals, among other things.
 26 *Ibid.*

27 During all settlement discussions, the Parties conducted their negotiations at
 28 arm's length in an adversarial position. Matavosian Decl., ¶ 37. Arriving at a

1 settlement that was acceptable to all Parties was not easy. Ibid. With the aid of the
 2 mediator's evaluations, the Parties have agreed that the matter is well-suited for
 3 settlement given the legal issues relating to Plaintiff's principal claims, as well as the
 4 costs and risks to both sides that would attend further litigation. Ibid. The Settlement
 5 takes into account the strengths and weaknesses of each side's position and the
 6 uncertainty of how the case might have concluded at certification, trial, and/or
 7 appeals. *Id.*, ¶¶ 40, 41 & 48.

8 The Settlement is based on this large volume of facts, evidence, and
 9 investigation, and the Parties' negotiations during the mediation.³ While the Parties
 10 disagree over the merits and certifiability of Plaintiff's claims, Plaintiff and Class
 11 Counsel agree that the Settlement is fair, reasonable, adequate, and in the best interest
 12 of the Class, State of California, and Aggrieved Employees, in light of all known facts
 13 and circumstances. Matavosian Decl., ¶¶ 37, 39 & 48.

14 **B. The Settlement Is Fair, Reasonable, and Adequate**

15 The Total Settlement Amount of \$3,500,00.00 represents a fair, reasonable,
 16 and adequate resolution of this lawsuit. Matavosian Decl., ¶¶ 37, 39 & 48. Under the
 17 Settlement, the entire Net Settlement Fund will be distributed to Settlement Class
 18 Members and the entire PAGA Settlement Amount will be distributed to the LWDA
 19 and to Aggrieved Employees. *Id.*, ¶ 22. The amount of the Settlement is reasonable
 20 considering the risks relating to certification, trial, potential appeals, and the ability
 21 to recover monetary relief on a class-wide or representative basis. *Id.*, ¶¶ 37, 39 & 48.
 22 Additionally, the Settlement guarantees a certain monetary recovery to Settlement
 23 Class Members, Aggrieved Employees, and the State of California in a reasonably
 24 short period of time, as opposed to waiting additional years for the same, or possibly,
 25 no recovery. *Id.*, ¶ 36.

26 ///

27 ³ See *Hanlon*, 150 F.3d at 1027 (affirming approval of settlement after finding "no evidence to suggest that the settlement
 28 was negotiated in haste or in the absence of information illuminating the value of plaintiffs' claims"); see also *Villegas
 v. J.P. Morgan Chase & Co.*, No. CV 09-00261 SBA (EMC), 2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012) (stating
 that participation in private mediation "tends to support the conclusion that the settlement process was not collusive").

1 The Settlement was calculated using data and information obtained through
 2 case investigation, Defendant's removal papers, informal discovery, and exchange of
 3 information in advance of and/or in the context of mediation and settlement
 4 negotiations. Matavosian Decl., ¶¶ 37, 38, & 41. Prior to the mediation, Class Counsel
 5 conducted extensive investigation into the claims. *Id.*, ¶ 37. The data and information
 6 obtained enabled Class Counsel to calculate the value of the claims and the monetary
 7 recovery that could potentially be obtained, and permitted a complete understanding
 8 of Defendant's employment policies, practices, and procedures. *Id.*, ¶¶ 37 & 41. This
 9 information proved invaluable in negotiating a settlement amount that fairly
 10 compensates the Class Members and the State of California. *Ibid.*

11 The Parties have also considered the potential risks and rewards inherent in
 12 any case and, in particular, with this case. Matavosian Decl., ¶¶ 40 & 41. Prior to the
 13 mediation, Class Counsel performed extensive damages and valuation analysis based
 14 on class data and a sampling of data provided by Defendant. *Id.*, ¶¶ 46. During the
 15 mediation, Defendant contended, among other things, that their policies and practices
 16 fully complied with California law. *Id.*, ¶ 45.

17 Plaintiff faces numerous risks in continued litigation, including and not limited
 18 to, bifurcation of discovery and/or trial, a denial of class certification, class
 19 decertification after certification, adverse findings regarding liability, adverse
 20 findings regarding damages and penalties (including and not limited to, court
 21 discretion to reduce civil penalties), potential appeals, and uncertainty in collecting
 22 on any judgment. Matavosian Decl., ¶ 46. Plaintiff also faces the real possibility that
 23 the amount recovered against Defendant after years of litigation and a lengthy and
 24 costly trial is less than the amount negotiated in this Settlement. *Ibid.*

25 1. *The Settlement Fairly Allocates and Distributes Payment.*

26 There is no reason to doubt the fairness of the proposed plan of allocation of the
 27 settlement funds for purposes of preliminary approval. Even at the final approval
 28 stage: "an allocation formula need only have a reasonable, rational basis, particularly

1 if recommended by experienced and competent class counsel.” *Nguyen v. Radient*
 2 *Pharm. Corp.*, No. 11-cv-00406, 2014 WL 1802293, at *5 (C.D. Cal. May 6, 2014);
 3 *see Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 367 (S.D.N.Y. 2002).

4 Here, the Settlement is fair because it poses no risk of unequal treatment of any
 5 Class Member. Individual Settlement Payments will be calculated on a *pro rata* basis
 6 based upon the number of each Settlement Class Member’s Compensable Work
 7 Weeks during the Class Period. Settlement Agreement, Section I, ¶ 21. Furthermore,
 8 the State of California will be issued payment of its seventy-five percent (75%) share
 9 of the amount allocated toward PAGA penalties, in conformity with PAGA. Cal. Lab.
 10 Code § 2699(i). Considering the facts in the case, the amount of the Settlement
 11 represents a fair, reasonable, and adequate recovery for the Class Members and the
 12 State of California. Matavosian Decl., ¶ 37, 39 & 48.

13 2. *The Settlement is Within the Range of Possible Approval.*

14 The Settlement, which provides for a Total Settlement Amount of
 15 \$3,500,000.00, provides substantial monetary recovery to Settlement Class Members
 16 and the State of California, and is fair, reasonable, and adequate in light of the value
 17 of the claims and the significant risks of continued litigation. Similarly, all of the other
 18 Settlement terms for which Plaintiff requests approval and/or preliminary approval
 19 fall within the range of reasonableness.

20 **VI. APPOINTMENT OF CLASS REPRESENTATIVE AND**
 21 **CONTEMPLATED CLASS REPRESENTATIVE ENHANCEMENT**
 22 **AWARD**

23 Plaintiff has spent considerable time and effort to produce relevant
 24 documents and past employment records and to provide the facts and evidence
 25 necessary to attempt to prove the allegations. Matavosian Decl., ¶ 24; Declaration
 26 of Aleida Miranda in Support of Plaintiff’s Motion for Preliminary Approval of
 27 Class Action and PAGA Settlement (“Miranda Decl.”), ¶¶ 3–4. Plaintiff was
 28 available whenever Class Counsel needed her and actively tried to obtain

1 information that would benefit the Class. Matavosian Decl., ¶ 24; Miranda Decl.
 2 ¶¶ 3–4. Accordingly, it is appropriate for Plaintiff to be appointed as Class
 3 Representative.

4 Furthermore, it is appropriate and just for Plaintiff to receive a Class
 5 Representative Enhancement Award of up to \$10,000.00. Matavosian Decl., ¶ 24.
 6 The Class Representative Enhancement Award will be paid in addition to any
 7 Individual Settlement Payment that the Class Representative is entitled to receive
 8 as a Settlement Class Member. *Ibid.*

9 The trial court has discretion to award incentives to the class representative.⁴
 10 *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000). Courts
 11 routinely approve service/enhancement awards to class representatives for their
 12 time and efforts, and the risks they undertake on behalf of the class. *See, e.g.,*
 13 *Staton v. Boeing*, 327 F.3d 938, 976-78 (9th Cir. 2003) (discussing cases approving
 14 service awards in the range of \$2,000 to \$25,000). “Enhancement awards are
 15 particularly appropriate in wage-and-hour actions” because named plaintiffs bear
 16 “a significant reputational risk for bringing suit against their former employers.”
 17 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267 (N.D. Cal. Mar. 19,
 18 2015) (quotation marks omitted).

19 **VII. APPOINTMENT OF CLASS COUNSEL AND CONTEMPLATED**
 20 **CLASS COUNSEL AWARD**

21 Class Counsel meets the requirements under Federal Rule of Civil
 22 Procedure 23(g). Class Counsel conducted extensive research, investigation,
 23 discovery, litigation, and analysis of the potential value of the claims. Matavosian
 24 Decl., ¶¶ 37 & 38. Additionally, Class Counsel are highly experienced in wage-

25 ⁴ In assessing the reasonableness of an incentive award, several district courts in the Ninth Circuit have considered
 26 the factors set forth in *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995): (1) the risk to
 27 the class representative in commencing a class action; (2) the notoriety and personal difficulties encountered by the
 28 class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the
litigation; and (5) the personal benefit, or lack thereof, enjoyed by the class representative as a result of the litigation.
See, e.g., In re Toys “R” Us-Del., Inc. FACTA Litig., 295 F.R.D. 438, 470 (C.D. Cal. 2014); *Covillo v. Specialty’s*
Café, No. C-11-00594 DMR, 2014 WL 954516, at *7 (N.D. Cal. Mar. 6, 2014); *Carr v. Tadin, Inc.*, 51 F. Supp. 3d
 970, 986 (S.D. Cal. 2014).

1 and-hour litigation and class action cases. *Id.*, ¶¶ 31-35. Class Counsel have
 2 committed and continue to commit significant financial and staffing resources to
 3 representation in this matter. *Id.*, ¶¶ 37-39. As such, it is appropriate to appoint
 4 Lawyers for Justice, PC to represent the Class.

5 The Settlement establishes a Total Settlement Amount of \$3,500,000.00 and
 6 provides for Class Counsel to apply for an award in an amount of up to thirty-five
 7 percent (35%) of the Total Settlement Amount (i.e., \$1,225,000.00) for attorneys'
 8 fees and for reimbursement of actual litigation costs and expenses of not more than
 9 \$40,000.00. Settlement Agreement, Section III, ¶ 25. Class Counsel will file an
 10 appropriate motion or application in advance of the Final Approval Hearing pursuant
 11 to Rule 23(h), requesting an award of attorneys' fees and reimbursement of litigation
 12 costs and expenses and submit evidence and documents to demonstrate the work
 13 performed and expenses incurred in this matter.

14 In reviewing a fee award request, courts consider the following factors: (1) the
 15 results achieved; (2) whether there are benefits to the class beyond the immediate
 16 generation of a cash fund; (3) the risks of litigation; (4) the skill required of counsel
 17 and quality of the work performed; (5) the contingent nature of the fee and the
 18 foregoing by counsel of other work; and (6) the reactions of the class. *Vizcaino v.*
Microsoft Corp., 290 F.3d 1043, 1048-50 (9th Cir. 2002); *In re Toyota Motor Corp.*,
 20 2013 WL 3224585 (C.D. Cal. June 17, 2013). Of these factors, the most significant
 21 factor is the “degree of success obtained.” *Hensley v. Eckerhart*, 461 U.S. 424, 436
 22 (1983).

23 The goal is to award “reasonable compensation for creating a common fund.”
 24 *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 272 (9th Cir. 1989). District
 25 courts usually award attorneys' fees in the 30-40% range in wage-and-hour class
 26 actions that result in recovery of a common fund under \$10 million. *See Vasquez v.*
Coast Valley Roofing, Inc., 266 F.R.D. 482, 491-92 (E.D. Cal. 2010) (citing recent
 27 wage-and-hour class actions where district courts approved attorneys' fee awards
 28

1 ranging from 30-33%); *Singer v. Becton Dickinson and Co.*, 2010 WL 2196104, at
 2 *8 (S.D. Cal. June 1, 2010) (approving attorneys' fees of one-third of the common
 3 fund and holding that the award was similar to awards in other wage-and-hour class
 4 actions where fees ranged from 30.3- 40%); *Romero v. Producers Dairy Foods, Inc.*,
 5 2007 WL 3492841 (E.D. Cal. Nov. 14, 2007) (recognizing that "fee awards in class
 6 actions average around one-third" of the settlement).

7 Here, the attorneys' fees award provided for by the Settlement is reasonable,
 8 particularly in light of the time and effort expended by Class Counsel. Class Counsel
 9 litigated this case for over two (2) years and was actively preparing for class
 10 certification, with the possibility of an unsuccessful outcome and no fee recovery of
 11 any kind. Matavosian Decl., ¶ 37. The ongoing work has been extensive, demanding,
 12 and ultimately successful in achieving a substantial settlement resolution. Given the
 13 strengths and weaknesses of the claims and the risk and expense of further litigation,
 14 Class Counsel have achieved an excellent result on behalf of the Class and the State
 15 of California. Considering the amount of attorneys' fees to be requested, the work
 16 performed, and the risks incurred, the allocations for attorneys' fees and costs
 17 provided by the Settlement are reasonable and should be approved. *See Vizcaino*, 290
 18 F.3d at 1051.

19 **VIII. CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**
 20 **UNDER RULE 23**

21 Class certification under Rule 23(a) is appropriate where the plaintiff
 22 demonstrates the four requirements of Rule 23(a) (numerosity, commonality,
 23 typicality, and adequacy of representation), and one of the three requirements of Rule
 24 23(b). *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996). The
 25 proposed Class meets all of these requirements.

26 **A. Numerosity**

27 A class is sufficiently numerous if it is "so large that joinder of all members is
 28 impracticable." Fed. R. Civ. P. 23(a)(1). A reasonable estimate of the number of

1 purported class members is sufficient to meet the numerosity requirement.” *In re*
 2 *Badger Mountain Irr. Dist. Sec. Litig.*, 143 F.R.D. 693, 696 (W.D. Wash. 1992).

3 The proposed Class consists of approximately 2,680 individuals. Matavosian
 4 Decl., ¶ 28. The proposed Class is sufficiently numerous for settlement purposes, and
 5 joinder of all Class Members would be impractical. *See Mazza v. Am. Honda Motor*
 6 *Co.*, 254 F.R.D. 610, 617 (C.D. Cal. 2008), *rev’d on other grounds*, 666 F.581, 593
 7 (9th Cir. 2012) (“As a general rule, classes of forty or more are considered sufficiently
 8 numerous.”).

9 **B. Commonality**

10 A class has sufficient commonality “if there are questions of fact and law
 11 which are common to the class.” Fed. R. Civ. P. 23(a)(2). An affirmative showing of
 12 at least one common question of law or fact satisfies this requirement.⁵ Commonality
 13 has been found to exist when there is a common legal issue stemming from divergent
 14 factual predicates or a common nucleus of facts leading to different legal remedies.
 15 *Hanlon*, 150 F.3d at 1019.

16 Courts generally find commonality where “the lawsuit challenges a system-
 17 wide practice or policy that affects all of the putative class members[,]” and divergent
 18 ways in which these practices affect individual Class Members, if any, do not
 19 undermine the finding of commonality.⁶ Here, the Class Members seek remedies
 20 under California’s wage-and-hour laws for violations arising from common, uniform,
 21 and systematic practices which applied to all Class Members during the Class Period.
 22 Matavosian Decl., ¶ 29. Accordingly, the commonality requirement is satisfied for
 23 settlement purposes.

24 **C. Typicality**

25 The typicality requirement is satisfied where “the cause of the injury is the
 26 same,” as here, and the injury claimed by the named plaintiff is “similar” to that of

27 ⁵ *Dukes v. Wal-Mart, Inc.*, 564 U.S. 338, 350 & 359 (2011); *see also Hanlon*, 150 F.3d at 1019 (“All questions of fact
 28 and law need not be common to satisfy the rule.”).

6 *Armstrong v. Davis*, 275 F.3d 849, 868 (9th Cir. 2001), *abrogated on other grounds by Johnson v. California*, 543 U.S.
 499, 504-05 (2005); *Blackie v. Barrack*, 524 F.2d 891, 902 (9th Cir. 1975), *cert denied*, 429 U.S. 816 (1976).

1 unnamed class members. *Armstrong v. Davis*, 275 F.3d 849, 868-69 (9th Cir. 2001).
 2 They need not be “identical.” *Id.* at 869. Here, Plaintiff’s claims are typical of those
 3 of the Class Members for settlement purposes, though some factual differences may
 4 exist among them, as the claims arise from the same events or course of conduct and
 5 are based upon the same legal theories. Plaintiff worked as a non-exempt employee
 6 for Defendant. Miranda Decl., ¶ 2.

7 The typicality requirement is satisfied for settlement purposes as Plaintiff’s
 8 claims arise from the same factual basis and are based on the same legal theories as
 9 those applicable to all other Class Members. *See Welmer v. Syntex*, 117 F.R.D. 641,
 10 644 (N.D. Cal. 1987).

11 D. Adequacy of Representation

12 Rule 23(a)(4) requires that: (1) a class representative fairly and adequately
 13 protect the interests of the class, and (2) class counsel be qualified and competent to
 14 conduct the litigation. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d at 462. The
 15 requirement “tends to merge with the commonality and typicality criteria of Rule
 16 23(a).”⁷ The inquiry turns on whether “the named plaintiffs and their counsel have
 17 any conflicts of interest with other class members” and “whether the named plaintiffs
 18 and their counsel [will] prosecute the action vigorously on behalf of the class.”
 19 *Hanlon*, 150 F.3d at 1020.

20 Plaintiff’s interests align with those of other Class Members for settlement
 21 purposes, as all of them were employed by Defendant within the State of California.
 22 Miranda Decl., ¶ 2. Plaintiff’s claims are typical of those of Class Members, which
 23 are confined to a defined group of similarly situated employees during the Class
 24 Period. Class Counsel is highly experienced in employment class action and complex
 25 wage-and-hour litigation, having handled hundreds of cases before and having been
 26 appointed Class Counsel in hundreds of other cases. Matavosian Decl., ¶¶ 31-35.
 27 Plaintiff contends that Class Counsel’s experience in litigating similar matters was

28 ⁷ *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 626 n.20 (1997); *see also Manual for Complex Litig.*, Fourth Ed. § 21.132 (“a settlement class must be cohesive”).

1 integral to obtaining the Settlement.

2 **E. Predominance and Superiority**

3 The proposed Class meets the requirements of Rule 23(b)(3) for settlement
 4 purposes because (1) common questions predominate over questions that affect
 5 individual members; and (2) class resolution is superior to other available means of
 6 adjudication. When assessing predominance and superiority, a court may consider
 7 that the proposed class will be certified for settlement purposes only. *See Amchem*
 8 *Prods. V. Windsor*, 521 U.S. 591, 618-20 (1997). Where the matter is being settled,
 9 a showing of manageability at trial is unnecessary. *Id.* at 620. At this stage, the
 10 relevant inquiry is “whether the proposed classes are sufficiently cohesive to warrant
 11 adjudication by representation.” *Id.* at 618-20, 623; *see also Hanlon*, 150 F.3d at
 12 1022.

13 Here, the proposed Class is sufficiently cohesive to warrant certification for
 14 settlement purposes. For settlement purposes, common questions of fact and law
 15 affecting Class Members predominate over any questions that may affect only
 16 individual members. For example, Defendant’s alleged failures to properly pay Class
 17 Members for all hours worked and provide compliant meal and rest periods are
 18 alleged to arise from Defendant’s uniform policies, practices, and procedures. As
 19 such, the questions of fact and law relating to these issues predominate for settlement
 20 purposes.

21 Moreover, a class resolution is superior to other available means for the fair
 22 and efficient adjudication of the controversy. *See Hanlon*, 150 F.3d at 1023.
 23 The superiority requirement involves a “comparative evaluation of alternative
 24 mechanism of dispute resolution.” *Id.* Here, the alternative method of resolution is
 25 individual claims, subject to proof, for relatively small amounts of damages, which
 26 would be uneconomical for potential plaintiffs. *Id.* Therefore, a class resolution is
 27 superior to any other available methods.

28 ///

1 **IX. ADEQUACY OF THE METHOD OF NOTICE**

2 “Adequate notice is critical to court approval of a class settlement under Rule
 3 23(e).” *Hanlon*, 150 F.3d at 1025. A class notice must be “the best notice that is
 4 practicable under the circumstances, including individual notice to all members who
 5 can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). A class
 6 notice is adequate if it “generally describes the terms of the settlement in sufficient
 7 detail to alert those with adverse viewpoints to investigate and to come forward and
 8 be heard.” *Churchill Vill. LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). The
 9 notice must also be “neutral and objective in tone and should neither promote nor
 10 discourage the assertion of claims.” *Schaefer v. Overland Express Family of Funds*,
 11 169 F.R.D. 124, 131 (S.D. Cal. 1996).

12 Here, the proposed Class Notice provides the best notice practicable and is
 13 adequate. It provides information on, *inter alia*, how their Individual Settlement
 14 Payments and, if applicable, their Individual PAGA Payments are calculated, and the
 15 number of Compensable Work Weeks and, if applicable, Compensable Pay Periods
 16 credited to them. [Proposed] Order Granting Preliminary Approval of Class Action
 17 and PAGA Settlement (“Proposed Order”), Ex. 1. All of this information is “clearly
 18 and concisely state[d] in plain, easily understood language.” Fed. R. Civ. P.
 19 23(c)(2)(B).

20 The proposed Class Notice also fulfills the requirement of neutrality in class
 21 notices. The proposed Class Notice summarizes the proceedings to date and the terms
 22 and conditions of the Settlement in an informative and coherent manner, and it
 23 recognizes that the Court has not yet granted final approval of the Settlement.⁸ See
 24 generally, Ex. 1, at 3 & 5. The Class Notice sets forth the procedures and deadlines
 25 governing the Notice of Objection to the Class Settlement, Request for Exclusion
 26 from the Class Settlement, or Compensable Work Weeks Dispute, and the date and
 27

28 ⁸ See *Hoffmann-La Roche Inc. v. Sperling*, 493 U.S. 165, 174 (1989) (“[C]ourts must be scrupulous to respect judicial
 neutrality” in overseeing the class action notice process and “avoid even the appearance of judicial endorsement of the
 merits of the action[.]”).

1 time set for the Final Approval Hearing. *Id.*, at 5, 9, 10 & 11. The proposed Class
 2 Notice satisfies all due process requirements and complies with the standards of
 3 fairness, completeness, and neutrality. *See generally* Ex. A. Accordingly, the Court
 4 should approve the proposed Class Notice.

5 All Class Members can and will be identified by Defendant through a review
 6 of their business records. After receiving the data from Defendant regarding each
 7 Class Member, the Settlement Administrator will mail a Class Notice to each of
 8 them.⁹ Settlement Agreement, Section III, ¶ 10. Accordingly, the proposed Class
 9 Notice is adequate and is the best notice practicable under Rule 23(c)(2)(B).

10 **X. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR AND**
 11 **SETTLEMENT ADMINISTRATOR COSTS**

12 The Parties have selected Phoenix Settlement Administrators (“Phoenix” or
 13 “Settlement Administrator”) to handle the notice and administration of the
 14 Settlement. Settlement Agreement, Section I, ¶ 34. Phoenix will distribute and
 15 respond to inquiries about the Class Notice; determine the timeliness, validity, and/or
 16 completion of any Requests for Exclusion, Notices of Objection, and Compensable
 17 Work Weeks Disputes; and calculate all amounts to be paid from the Net Settlement
 18 Fund. *Id.*, Section III, ¶ 26.

19 The Settlement Administrator Costs are currently estimated not to exceed
 20 \$25,000.00 and will be paid out of the Total Settlement Amount subject to approval
 21 by the Court. Settlement Agreement, Section III, ¶ 26. Plaintiff respectfully requests
 22 that the Court appoint Phoenix as the Settlement Administrator and direct distribution
 23 of the Class Notice in the manner, and based on the proposed deadlines, set forth in
 24 the Settlement Agreement and Section XI, below.

25 ///

26 ///

27

28 ⁹ See *Elsen v. Carlisle & Jacqueline*, 417 U.S. 156, 175-77 (1974) (Individual notice by mail “is clearly the ‘best notice
 practicable’ within the meaning of Rule 23(c)(2)” where “all class members [] can be identified with reasonable
 effort”).

1 **XI. DEADLINES FOR NOTICE AND ADMINISTRATION**

2 The Court is respectfully requested to approve the proposed deadlines for the
 3 notice and settlement administration process. Upon the Court granting preliminary
 4 approval of this Agreement, Defendant shall provide the Settlement Administrator
 5 with each Class Member's and/or Aggrieved Employees' last known full name; last
 6 known address; last known telephone number; Social Security Number; number of
 7 Compensable Work Weeks; number of Compensable Pay Periods; and number of
 8 Compensable Work Weeks during the period from May 13, 2018 to June 8, 2023
 9 (collectively, "Class Information") within fifteen (15) business days for purposes of
 10 mailing the Notice of Class Action Settlement to the Class Members. Settlement
 11 Agreement, Section I, ¶ 6 & Section III, ¶ 8.

12 Within fourteen (14) calendar days of receipt of the Class Information, the
 13 Settlement Administrator shall mail copies of the Notice of Class Action Settlement
 14 to all Class Members and Aggrieved Employees via regular First-Class U.S. Mail.
 15 Settlement Agreement, Section III, ¶ 10.

16 Any Notice of Class Action Settlement returned to the Settlement
 17 Administrator as undeliverable on or before the Response Deadline shall be re-mailed
 18 once to the forwarding address affixed thereto. Settlement Agreement, Section III, ¶
 19 11. If no forwarding address is provided, the Settlement Administrator shall promptly
 20 attempt to determine a correct address by use of skip-tracing, or other search using
 21 the name, address and/or Social Security Number of the Class Member and/or
 22 Aggrieved Employees whose notice was undeliverable, and shall then re-mail all
 23 returned, undelivered Class Notices within five (5) calendar days of receiving notice
 24 that a Class Notice was undeliverable. *Ibid.*

25 Class Members will have forty-five (45) calendar days from the original
 26 mailing of the Notice of Class Action Settlement to submit a Request for Exclusion,
 27 Notice of Objection, or Compensable Work Weeks Dispute. Settlement Agreement,
 28 Section I, ¶ 40. Class Members who receive a re-mailed Notice of Class Action

Settlement shall have their Response Deadline extended by the longer of fourteen (14) calendar days from the date of re-mailing or the remaining original Response Deadline period. *Id.*, Section III, ¶ 11.

4 Each Individual Settlement Payment and Individual PAGA Payment check
5 will be valid and negotiable for one hundred and eighty (180) calendar days from
6 the date that the checks are issued, and thereafter, shall be canceled. Settlement
7 Agreement, Section III, ¶ 23. All funds associated with such canceled checks will
8 be transmitted to the State of California Office of the Controller Unclaimed
9 Property Division in the name of the individuals who did not cash, deposit, or
10 otherwise negotiate his/her/their checks. Ibid.

11 | XII. CONCLUSION

12 For the foregoing reasons, Plaintiff respectfully requests that the Court grant
13 preliminary approval of the Settlement; certify the proposed Class for settlement
14 purposes; appoint and designate Lawyers *for* Justice, PC as Class Counsel;
15 preliminarily approve the allocations for the Class Counsel Award, Class
16 Representative Enhancement Award, PAGA Settlement Amount, and Settlement
17 Administrator Costs; appoint and designate Aleida Miranda as Class Representative;
18 appoint and designate Phoenix Settlement Administrators as the Settlement
19 Administrator; approve the proposed Class Notice; direct the Settlement
20 Administrator to undertake the notice and settlement administration process in
21 conformity with the deadlines and procedures provided by the Settlement Agreement;
22 and schedule a Final Approval Hearing in approximately six (6) months.

24 | Dated: April 15, 2025

LAWYERS *for* JUSTICE, PC

By:

Selena Matavosian
Attorneys for Plaintiff